

## **GENERAL TERMS AND CONDITIONS – BRUGKREDIET B.V.**

**Version: January 2025**

### **Article 1 – Definitions**

1. Client: The party that commissions Brugkrediet B.V. to provide services.
2. Contractor: Brugkrediet B.V., incorporated under the laws of the Netherlands and registered in Amsterdam, hereinafter referred to as "Brugkrediet." Bridgeloan.nl is a trade name of Brugkrediet B.V.
3. Agreement: The service engagement agreement concluded between the Client and the Contractor.

### **Article 2 – Scope**

1. These general terms and conditions apply to all assignments, unless agreed otherwise in writing.
2. If any provision proves to be invalid, the remaining provisions shall remain in full force and effect.

### **Article 3 – Formation of the Agreement**

1. The agreement is deemed to be in effect once the engagement letter has been signed by both parties or as soon as Brugkrediet has commenced its work.
2. The agreement is entered into for a fixed term, as specified in the engagement letter.

### **Article 4 – Information Provided by the Client**

1. The Client is obligated to provide all required information accurately and in a timely manner.
2. The Client guarantees the accuracy of all information provided, including that which originates from third parties.

### **Article 5 – Performance of the Agreement**

1. Brugkrediet determines how the assignment is carried out, taking the agreed scope into account.
2. Brugkrediet may engage third parties, provided this is appropriate in the context of the assignment.

### **Article 6 – Confidentiality**

1. Brugkrediet undertakes to treat all confidential information provided during the course of the assignment as strictly confidential. Such information will not be disclosed to third parties without prior written consent from the other party, unless required by law or regulatory authorities.
2. The confidentiality obligation described in paragraph 1 does not apply to information that is shared in the ordinary course of executing the assignment with RNHB or other alternative providers of bridge financing, in connection with the "Tailored Bridge Loan" or a comparable product.

## **Article 7 – Intellectual Property**

1. All documents and advice produced remain the property of Brugkrediet, unless agreed otherwise in writing.
2. The Client is not permitted to use the materials outside the scope of the assignment.

## **Article 8 – Fees**

1. The Client shall pay a file fee and a success fee, in accordance with the service agreement.
2. The file fee amounts to €500 excluding VAT and is payable immediately upon signing.
3. The success fee amounts to 1% of the loan amount disbursed, minus the previously paid file fee. This fee is only due upon successful completion of the financing. No VAT is charged on the success fee.

## **Article 9 – Payment**

1. Invoices must be paid within the specified payment term.
2. In case of late payment, statutory interest and collection costs will apply.

## **Article 10 – Complaints**

1. Complaints regarding services rendered must be submitted in writing within 30 days.
2. Complaints do not suspend the Client's payment obligations.

## **Article 11 – Timelines**

1. Execution of the assignment begins after all necessary information has been received and the file fee has been paid.
2. Deadlines are indicative, unless expressly agreed otherwise.

## **Article 12 – Termination**

1. Both parties may terminate the agreement in writing. The exclusivity clause from the agreement remains fully applicable for the agreed term.
2. Upon termination, all costs incurred and services performed up to that point remain payable.

## **Article 13 – Liability**

1. Brugkrediet is only liable in cases of gross negligence or intent, and only up to the amount paid for the relevant services.
2. The Client indemnifies Brugkrediet against damages resulting from incorrect or incomplete information provided.

**Article 14 – Electronic Communication**

Both parties acknowledge the risks of electronic communication and will take appropriate precautions. Brugkrediet is not liable for damages resulting from such communication.

**Article 15 – Limitation Period**

Any legal claims expire one year after the Client became aware or should reasonably have become aware of the cause of the claim.

**Article 16 – Applicable Law and Jurisdiction**

1. Dutch law applies to this agreement.
2. Any disputes shall be submitted exclusively to the competent court in Amsterdam.